

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA Advantage! is: www.GSAAdvantage.gov.

Schedule Number: MAS
Schedule Title: Multiple Award Schedule

FSC Group: FSC/PSC Class D304
Information Technology

Contract Number: 47QTCA18D00K0

For more information on ordering from Federal Supply Schedules go to the internet address: <http://www.gsa.gov/schedules>. Find link to GSA Schedules. Then find link to Customers Ordering from Schedules. Next, find links to Ordering Procedures for Services Requiring a Statement of Work and Ordering Procedures for Services not Requiring a Statement of work.

Contract Period: September 8, 2018 through September 7, 2023

Sprint Communications Company L.P.

12524 Sunrise Valley Drive

Reston, VA 20196

703-592-8759

www.sprint.com/business

Business Size: [Other than Small Business](#)

Modification Number: PS-A812 Effective Date: July 29, 2020



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CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers (SINs):

<u>SIN #</u>	<u>SIN Title</u>
517312	Wireless Mobility Solutions

Cooperative Purchasing (STLOC) and Disaster Recovery (RC) are available

1b. Identification of the lowest priced service for each special item number awarded in the contract.

<u>SIN #</u>	<u>Model</u>	<u>Price</u>
517312	40M	\$5.04

2. Maximum order for each SIN:

<u>SIN#</u>	<u>MAXIMUM ORDER</u>
517312	\$ 500,000.00

3. Minimum order: \$100.00 or as negotiated at the task order level

4. Geographic coverage (delivery area): domestic, 50 states, Washington, DC, Puerto Rico, U.S. Territories

5. Point(s) of production: N/A

6. Discount from list prices or statement of net price: Prices offered are net price

7. Quantity discounts: +1% per \$300,000 single task or purchase order/contract award

8. Prompt payment terms: Net 30 days.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Yes

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. Yes

10. Foreign items: No

11a. Time of delivery: 30 days

11b. Expedited delivery: N/A

11c. Overnight and 2-day delivery: Contact vendor.

11d. Urgent requirements: Contact vendor.

12. F.O.B. point(s): Destination

13a. Ordering address(es):

Sprint
c/o Frank Santafemia



Supervisor, Federal Funding & Order Management
3065 Akers Mill Road, SE
Mailstop: GAATLD0701
Atlanta, GA, 30339
Phone: 404-649-8335
FAX: 866-675-7681
Group Mailbox: GSAWirelessOrders@sprint.com

- 13b. Ordering procedures:** For supplies and services, the ordering procedures, information on blanket purchase agreements (BPA's), and a sample BPA can be found at the GSA/FSS schedule homepage (www.fss.gsa.gov/schedules).
- 14. Payment address:**
- Sprint
P.O. Box 4181
Carol Stream, IL 60197-4181
- 15. Warranty provision:** Standard commercial warranty as provided in Sprint's terms and conditions.
- 16. Export packing charges:** N/A
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).** N/A
- 18. Terms and conditions of rental maintenance, and repair:** N/A
- 19. Terms and conditions of installation:** N/A
- 20. Terms and conditions of repair parts:** N/A
- 20a. Terms and conditions for any other services:** N/A
- 21. List of service and distribution points:** N/A
- 22. List of participating dealers:** N/A
- 23. Preventative maintenance:** N/A
- 24a. Special attributes such as environmental attributes:** N/A
- 24b. Section 508 compliance:** N/A
- 25. Data Universal Number System (DUNS) number:** 603493677
- 26. Notification regarding registration in the System for Award Management (SAM) database.** Yes



TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 517312)

Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, www.sftool.gov/greenprocurement for a complete list of products covered by these programs.

The above requirement is not applicable to the Sprint proposal.

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

Sprint has read and understands. The process that Sprint has implemented is based on the order arriving to the Federal Order Management Team via email. Then Sprint will enter order details directly into our back office systems. Sprint has outlined our ordering process, please refer back to quality section. Upon award Sprint can provide additional details for ordering activity.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

Not applicable to the Sprint proposal.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below: **Insert commercial warranty**

The warranty shall commence upon the later of the following:

- a. Activation of the user's service**
- b. Installation/delivery of the equipment**

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be



deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

Not applicable to the Sprint proposal.

4. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

Sprint shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Sprint provides online Training and Tutorials at no cost. If the agency requires in person training Sprint offers that service for a minimum charge of \$100 per hour. In-Person training may be available as an Open Market solution. Contact Sprint for details.

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

a. Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.

Please refer to the Pricing Template for service plan descriptions.

b. Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Please refer to the Pricing Template for service plan descriptions.

c. Describe corporate volume discounts and eligibility requirements, if any.

Please refer to the Pricing Template for service plan descriptions.

8. TRADE AGREEMENTS ACT

Although contracts awarded under this solicitation are subject to the Trade Agreements Act, Wireless Service under SIN 517312 is not covered by the World Trade Organization Government Procurement Agreement (WTO GPA) or any of the other Free Trade Agreement (FTA). See FAR 25.401 (b)(2).



Wireless Pricing

SIN	MFR PART NO	SERVICE PLAN NAME	SERVICE PLAN DESCRIPTION *See notes below	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
517312	20A	1000 ANYTIME MINUTES	<u>1000 Minutes Feature Phone Plan</u> ² UnSubsidized *1000 Anytime Minutes Voice *Unlimited Nights & Weekend Voice Calling *Unlimited Text Messages on the Sprint Network *Domestic Long Distance *Sprint Global Roaming included *Call Forwarding, Caller ID, Voicemail, 3-way Calling *Voice Overage fee of \$0.05 Per Minute	Monthly	\$13.10
517312	20B	3000 ANYTIME MINUTES	<u>3000 Minutes Feature Phone Plan</u> ² UnSubsidized *3000 Anytime Minutes Voice *Unlimited Nights & Weekend Voice Calling *Unlimited Text Messages on the Sprint Network *Domestic Long Distance *Sprint Global Roaming included *Call Forwarding, Caller ID, Voicemail, 3-way Calling *Voice Overage fee of \$0.05 Per Minute	Monthly	\$15.11
517312	20C	UNLIMITED ANYTIME MINUTES	<u>Unlimited Minutes Feature Phone Plan</u> ¹ Subsidized *Unlimited Voice *Unlimited Nights & Weekend Voice Calling *Unlimited Text Messages on the Sprint Network *Domestic Long Distance *Sprint Global Roaming included (see https://www.sprint.com/en/shop/services/global-roaming.html for details) *Call Forwarding, Caller ID, Voicemail, 3-way Calling	Monthly	\$15.10
517312	40A	2GB DATA (POOLED) & UNLIMITED VOICE	<u>2GB DATA (POOLED) & UNLIMITED VOICE AND TEXT -</u> ² UnSubsidized *Unlimited Voice *Unlimited Nights & Weekend Voice Calling *Unlimited Text Messages on the Sprint Network *2GB Mobile Optimized Data on the Sprint Network *Overage \$5 per GB *Domestic Long Distance *Sprint Global Roaming included *Call Forwarding, Caller ID, Voicemail, 3-way Calling *The Data Services limitation includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices.	Monthly	\$ 15.10



SIN	MFR PART NO	SERVICE PLAN NAME	SERVICE PLAN DESCRIPTION *See notes below	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
517312	40D	UNLIMITED DATA & UNLIMITED VOICE	<p><u>Unlimited Minutes+Unlimited Data Smartphone Plan</u> ²UnSubsidized *Unlimited Voice *Unlimited Nights & Weekend Voice Calling *Unlimited Text Messages on the Sprint Network *Unlimited Mobile Optimized Data on the Sprint Network *Domestic Long Distance *Sprint Global Roaming included *Call Forwarding, Caller ID, Voicemail, 3-way Calling</p> <p>*Includes 20GB of Hotspot Data. Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges.</p>	Monthly	\$ 20.14
517312	40E	UNLIMITED DATA & UNLIMITED VOICE	<p><u>¹Subsidized - Unlimited Minutes+Unlimited Data Smartphone Plan</u> *Unlimited Voice *Unlimited Nights & Weekend Voice Calling *Unlimited Text Messages on the Sprint Network *Unlimited Mobile Optimized Data on the Sprint Network *Domestic Long Distance *Sprint Global Roaming included *Call Forwarding, Caller ID, Voicemail, 3-way Calling *Includes 20GB of Hotspot Data. Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges.</p>	Monthly	\$39.99
517312	40M	SPRINT DIRECT CONNECT PLUS	<p><u>Smartphone Plan Optional Service - Sprint Direct Connect Plus Functionality</u></p>	Monthly	\$5.04
517312	30A	UNLIMITED DATA - Mobile Broadband Data Service	<p><u>Unlimited Domestic 3G/4G Connection Card / Mobile Broadband Device Plan</u> ²UnSubsidized *Unlimited Mobile Optimized Data *Data Roaming over 300MB fee of \$0.25 Per MB</p>	Monthly	\$ 23.16
517312	30B	UNLIMITED DATA - Tablet Data Service	<p><u>Unlimited Domestic 3G/4G Tablet Plan</u> ²UnSubsidized *Unlimited Mobile Optimized Data *Data Roaming over 300MB fee of \$0.25 Per MB *Includes 20GB of Hotspot Data. Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges.</p>	Monthly	\$ 20.14
517312	30C	UNLIMITED DATA - Mobile Broadband Data Service	<p><u>¹Subsidized - Unlimited Domestic 3G/4G Connection Card / Mobile Broadband Device Plan</u> Unlimited Mobile Optimized Data *Data Roaming over 300MB fee of \$0.25 Per MB</p>	Monthly	\$25.18



SIN	MFR PART NO	SERVICE PLAN NAME	SERVICE PLAN DESCRIPTION *See notes below	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
517312	30D	UNLIMITED DATA - Tablet Data Service	<u>¹Subsidized - Unlimited Domestic 3G/4G Tablet Plan</u> Unlimited Mobile Optimized Data *Data Roaming over 300MB fee of \$0.25 Per MB *Includes 10GB of Hotspot Data. Once each of Customer's individual devices exceeds the plan's Data Services limitation, Sprint will throttle data speeds to 128kb for remainder of the billing cycle with no additional charges.	Monthly	\$25.18
517312	30E	SPRINT APPLE WATCH	<u>Apple Watch Series 3 & 4 Plan (GPS + Cellular)</u> *Apple watch sold separately *Unlimited Domestic Voice Minutes *Unlimited Data Allowance *Text Messaging - Decrements the messaging allotment from iPhone line of service (Note 21)	Monthly	\$10.08
517312	30F	Samsung Galaxy Watch	<u>Samsung Galaxy Watch Plan (GPS + Cellular)</u> *Samsung Galaxy watch sold separately * Unlimited Domestic Voice Minutes *Unlimited Data Allowance * Text Messaging - Decrements the messaging allotment from iPhone line of service (Note 22)	Monthly	\$10.08
517312	50A	Unlimited Router and Embedded	<u>Non – Sprint Inventoried Embedded Computing Connection and Router Plan</u> * Unlimited for Acceptable Use (Note 13) * Data Roaming over 300MB fee of \$0.25 Per MB	Monthly	\$ 29.97
517312	50B	30 MB M2M	<u>Third Party Equipment - 30 MB M2M Pooled Plan</u> * Includes 30 MB Pooled (Note 15 & Note 16) – Pooling Group 1 * Data Roaming over 30MB fee of \$1 Per MB. *Data Overage \$0.25 per MB	Monthly	\$1.36
517312	50C	100 MB M2M	<u>Third Party Equipment - 100 MB M2M Pooled Plan</u> * Includes 100 MB Pooled (Note 15 & Note 16) – Pooling Group 1 * Data Roaming over 100MB fee of \$0.25 Per MB. *Data Overage \$0.25 per MB	Monthly	\$2.27
517312	50D	1GB M2M	<u>Third Party Equipment - 1 GB M2M Pooled Plan</u> * Includes 1 GB Pooled (Note 15 & Note 16) – Pooling Group 2 * Data Roaming over 100MB fee of \$0.25 Per MB. *Data Overage \$5.00 per GB	Monthly	\$4.53
517312	50E	10GB M2M	<u>Third Party Equipment - 10 GB M2M Pooled Plan</u> * Includes 10 GB Pooled (Note 15 & Note 16) – Pooling Group 2 * Data Roaming over 300MB fee of \$0.25 Per MB. *Data Overage \$5.00 per GB	Monthly	\$ 25.17
517312	50F	25GB M2M	<u>Third Party Equipment - 25 GB M2M Pooled Plan</u> * Includes 25 GB Pooled (Note 15 & Note 16) – Pooling Group 2 * Data Roaming over 300MB fee of \$0.25 Per MB. *Data Overage \$5.00 per GB	Monthly	\$ 50.36
517312	50G	5 MB M2M	<u>Third Party Equipment - 5 MB M2M Pooled Plan</u> * Includes 5 MB Pooled (Note 15 & Note 16) – Pooling Group 1	Monthly	\$ 0.96



SIN	MFR PART NO	SERVICE PLAN NAME	SERVICE PLAN DESCRIPTION *See notes below	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
			* Data Roaming over 5 MB fee of \$1 Per MB. *Data Overage \$0.25 per MB		
517312	60A	Static IP	Static IP Note 17	Monthly	\$0.76
517312	60B	Sprint Data Link	<u>Sprint Data Link</u> Notes 18, 19, and 20	Monthly	\$0.00
517312	60C	<u>Wireless Priority Service</u>	<p><u>Wireless Priority Service</u></p> <p>A. Eligibility. Wireless Priority Service (“WPS”) was created by the United States Department of Homeland Security (“DHS”) and is designed to provide voice calling priority to government-approved wireless subscribers in certain emergency situations. To receive WPS for qualifying Employees, Customer must first submit an online request to the DHS at https://saic.custhelp.com/ci/documents/detail/2/gets_step1_temp. The DHS determines a customer’s eligibility for WPS and the level of priority a customer will receive. If Customer is approved by the DHS, Sprint will provide WPS to Customer at no charge. Customer is subject to all applicable DHS program rules and limitations. For technical support related to WPS, Customer must contact the DHS at 866-627-2255 or support@priority-info.com. Sprint Service Plan required.</p> <p>B. Operation. To place a call invoking WPS prioritization, the Employee must enter a specific calling code prior to the destination phone number. Receiving an incoming WPS call does not require any special action, and is performed the same as receiving any other call.</p> <p>C. WPS Limitations. WPS calls receive priority over normal cellular calls, but are not guaranteed and do not preempt calls in progress or deny the general public’s use of cellular networks. WPS calls are subject to the wireless coverage and service limitations described in the Wireless Services Product Annex. Calls to 911 using WPS will be blocked. In the case of an emergency, Employees should dial 911 directly.</p>	Monthly	\$0.00

Note - These Service Plans and Customers use of Sprint Products or Services are subject to the additional terms and conditions set forth in Sprint’s Authorized Federal Supply Schedule Price List, which include, but are not limited to, the following: (i) Sprint’s GSA Pricing Notes, (ii) Sprint’s Standard Terms and Conditions; (iii) Sprint’s Wireless Services Product Annex, and the applicable annexes, other Terms of Service (TOS) and EULAs posted at <http://www.sprint.com/ratesandconditions>.

¹ **SUBSIDIZED PLANS** Subsidy Plans include some or all of the device cost in the monthly recurring cost or charges (MRC). Subsidy Plans generally contemplate the purchase of a



subsidized Open Market device by the customer along with the plan, and therefore are generally priced higher than Unsubsidized Plans; however, Subsidy Plans do not contain any obligation to purchase a device from Sprint.

² **UNSUBSIDIZED PLANS** Unsubsidized do not include any device cost in the monthly recurring cost or charges (MRC), and therefore are generally priced lower than Subsidized Plans. Customers can provide their own device (“BYOD”) or purchase a device Open Market from Sprint at an unsubsidized price, which is typically the suggested retail price (“SRP”).

Sprint GSA Pricing Notes

Note 1 - Customer will be responsible for any charges incurred or ordered by the end user that are not included in the plan.

Note 2 - Additional charges apply for international voice service and messaging service.

Note 3 - Certain usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

Note 4 - The Sprint Global Roaming Plan gives Customer wireless data roaming access with CDMA technology in certain coverage areas of Canada and Mexico. Certain Sprint devices may roam on CDMA networks in Canada and Mexico as well as GSM/GPRS International Roaming networks, worldwide. Wireless high speed coverage is not available everywhere and requires an international roaming capable Sprint device. Customer may contact its Sprint Account Representative or visit www.sprint.com/internationalroaming for current coverage areas and eligible wireless devices.

Note 5 - The Sprint Global Roaming Plan is only available to Customer Lines domiciled in the United States. Sprint Global Roaming Plans may not be available on all Sprint devices. Customer may contact its Sprint Account Representative or visit www.Sprint.com for more information.

Note 6 - Sprint Global Roaming is subject to a 300 MB/mo. cap while International Roaming.

Note 7 - If the 3G/4G Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network, the Sprint 3G Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

Note 8 - Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below, Customer exceeds 5 GB/month in total, or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts



of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, “auto-responders” or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint’s Wireless Services or other parties’ Internet-based resources, including, but not limited to, “denial of service” (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Domestic Roaming, or (iii) a majority of kilobytes while Domestic Roaming; or (h) for any other reason that, in Sprint’s sole discretion, violates Sprint’s policy of providing Service for individual use.

Note 9 - Domestic Roaming is limited to 300 MBs per month for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming overage charge is \$0.25/MB

Note 10 - Sprint Direct Connect Plus.

A. General. Sprint Direct Connect Plus transmissions occur only between or among Sprint Direct Connect Plus Devices, and are not backwards compatible with Sprint Direct Connect® transmissions. All Sprint Direct Connect Plus Devices are capable of making nationwide transmissions. Sprint Direct Connect Plus transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect Plus service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer’s Sprint Account Representative. Sprint Direct Connect Plus is available on the Sprint 3G Network and the Sprint 4G Network.

B. Sprint Direct Connect Plus™ Features. To access Sprint Direct Connect Plus, a user must utilize a Sprint Direct Connect Plus Device.

(1) Group Connect®. Group Connect service requires all participants to have the Sprint Direct Connect Plus Application running on a Sprint Direct Connect Plus Device. Group Connect for Sprint Direct Connect Plus is limited to 30 total participants (including the originator) if the group is created in the Sprint Direct Connect Plus Application, or up to 250 total participants if the group is created from the Corporate Administrator Tool described below. Group Connect calls may also be referred to as “TalkGroups” when a Group Connect is created in the Corporate Administrator Tool. The Group Connect “Talker Priority” feature allows the Group call creator to designate, via the Corporate Administrator Tool, priority for certain group members to interrupt other participants during the group transmission.

(2) Call Alerts Call Alert allows a Sprint Direct Connect Plus user to send a repeating alert to notify another Sprint Direct Connect Plus user that the user would like to communicate.



(3) Presence. The Presence feature allows a Sprint Direct Connect Plus user to change his/her presence status and see the presence of all of the contacts the user has stored in the Sprint Direct Connect Plus Application. A Sprint Direct Connect Plus user's ability to receive Direct Connect calls and other Sprint Direct Connect Plus features depends on the user's Sprint Direct Connect Plus Presence status. Sprint Direct Connect Plus supports the following presence states: Available, Unavailable, and Do Not Disturb ("DND"). A Sprint Direct Connect Plus user can only change his or her status from Available to Do Not Disturb ("DND") and vice versa. Unavailable status means the Sprint Direct Connect Plus Device is not logged on to the Sprint Direct Connect Plus Application.

(4) Broadcast Calling. Broadcast calling provides the ability for Customer to make a one-way, high priority call to a group of up to 500 Sprint Direct Connect Plus users. Incoming broadcast calls have a tone preamble and will preempt all ongoing calls, except for other broadcast calls. Broadcast group calls will be delivered in call batches, with 250 Sprint Direct Connect Plus users as the maximum batch size. If a user receives a broadcast call late (e.g., due to extra time required for preemption of another Sprint Direct Connect Plus call), he or she will hear the broadcast call in progress. If a broadcast call fails to go through to a Sprint Direct Connect Plus user, the call will be retried once more after all other batches are attempted. Customer creates and administers broadcast groups through the Corporate Administrator Tool. Each group can be configured to override a user's DND status.

(5) Roaming and International Support. Sprint Direct Connect Plus has no restrictions for domestic or international Roaming. The Sprint Direct Connect Plus Application will attempt to register for service wherever there is a working cellular data connection or Wi-Fi service.

(6) Wi-Fi Support. Users with a Wi-Fi capable Sprint Direct Connect Plus Device can access Sprint Direct Connect Plus over a Wi-Fi network. The Sprint Direct Connect Plus Application automatically performs a handoff from the cellular network to a Wi-Fi network whenever the Sprint Direct Connect Plus Device connects to Wi-Fi. The Sprint Direct Connect Plus Application will switch back to cellular data as soon as the Wi-Fi connection is terminated.

(7) Corporate Administrator Tool. Customer may designate one or more corporate administrators to create and manage Customer's Sprint Direct Connect Plus contacts and groups through the online Sprint Direct Connect Plus Corporate Administrator Tool. Contacts and groups are pushed to Customer's Sprint Direct Connect Plus Devices within the same Corporate ID.

Note 11 - The 3G/4G Plan provides Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

Note 12 - Services must be activated on a compatible device eligible for this plan and approved by Sprint.

Note 13 - (Non – Sprint Inventoried Embedded Computing Connection and Router Plan Only) - Unlimited use available while on the Sprint network. Sprint reserves the right to throttle, modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device:



(i) exceeds an average of 50 GB/month on a Customer billing account; or (ii) a Customer Line exceeds 75 GB/month, 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

Note 14 - Intentionally Left Blank.

Note 15 – (M2M Plans Only) - Data usage on the Sprint M2M Plans will be pooled among Customer Lines in the same Pool Group and activated on the same BAN. Data Roaming limitations are applied on a per Customer Line basis and Roaming data usage does not pool.

Note 16 – (M2M Plans Only) If service to a Customer Line on a Sprint M2M Plan is terminated, Sprint will charge Customer a reactivation charge of up to \$15 before Sprint reactivates service to the affected Customer Line.

Note 17 (Static IP Only) - Maintenance. In order to maintain the quality of Sprint Products and Services, Sprint will perform preventative maintenance and software updates to the Sprint Networks and Sprint 4G Network. (1) "Scheduled Maintenance" is performed for functions such as hardware and software upgrades and network optimization. Sprint will perform Scheduled Maintenance at times that are anticipated to minimize disruption of Customer's service and activity. Sprint will use commercially reasonable efforts to provide advance notice of all Scheduled Maintenance. (2) "Demand Maintenance" may occur as a result of unexpected events and is performed when Sprint network elements are in jeopardy. Sprint will perform Demand Maintenance at Sprint's discretion. Due to the nature of Demand Maintenance, prior notification may not be possible; however, Sprint will inform Customer when maintenance is complete.

Note 18 Simple Data Link connectivity. The Sprint Data Link option provides Customer simple Data Link connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR). A one-time Data Link network connectivity fee of \$0 will apply to new Data Link customers. Sprint Service Plan required.

Note 19 - IP Addresses. Dynamic IP address assignment is the default method currently in use by the Sprint Data Link solution.

Sprint will not charge Customer MRCs for Sprint-provided dynamic IP addresses or Customer-provided IP addresses.

(1) Data Link can also support customer specific dynamic and static IP address assignments that comply with "RFC 1918 - Address Allocation for Private Internets."

(a) Supported IP Address Range – 10.X.X.X, 172.16.X.X and 192.168. X.X.

Note 20 - Implementation Options. Customer selects one of the following implementation options for Sprint Data Link (must select one):

Option 1 - Sprint Data Link via IP VPN

Option 2 - Sprint Data Link via SprintLink Frame Relay

Option 3 - Sprint Data Link via MPLS VPN



Note 21 - Apple Watch. Wearable device providing integration with the iOS operating system. Apple Watch allows a user to connect to the Sprint 4G LTE Network when the device is not in proximity of its linked iPhone or connected to Wi-Fi. MRC is net of all discounts. Voice service is provided over Internet Protocol. Mobile Optimized Unlimited Data provides video streams at up to 480p+, music at up to 500Kbps, and streaming cloud gaming at up to 2Mbps. Data deprioritization applies during times of congestion. Roaming is not available on the Apple Watch, domestically or internationally. **Equipment.** *The rate plan in the table above does not include required hardware, and Customer must purchase Apple Watch separately.* Customer may contact its Sprint Account Representative for more information. **iPhone Requirements.** For each Apple Watch line of service, Customer must maintain an active Sprint line of service on a supported iPhone device utilizing the latest operating system. Each Apple Watch shares the same number as its associated iPhone. iPhone Requirements are subject to change. Please work with your Sprint Account representative to ensure a compatible rate plan and device.

Note 22 – Samsung Galaxy Watch. Wearable device that allows a user to connect to the Sprint 4G LTE Network when the device is not in proximity of its paired Samsung Smartphone or connected to Wi-Fi. MRC is net of all discounts. Voice service is provided over Internet Protocol. Mobile Optimized Unlimited Data provides video streams at up to 480p+, music at up to 500Kbps, and streaming cloud gaming at up to 2Mbps. Data deprioritization applies during times of congestion. **Equipment.** *The rate plan in the table above does not include required hardware, and Customer must purchase both a Samsung Galaxy Watch and a compatible Samsung Smartphone separately.* Customer may contact its Sprint Account Representative for more information.

Samsung Smartphone Requirements.

- (1) For each Samsung Galaxy Watch line of service, Customer must maintain an active Sprint line of service on a supported Samsung Smartphone device utilizing the latest operating system.
- (2) Each Samsung Galaxy Watch shares the same number as its associated Samsung Smartphone.
- (3) Samsung Smartphone requirements are subject to change. Please work with your Sprint Account representative to ensure a compatible rate plan and device.

Taxes, Regulatory Fees, and Surcharges

The unit prices for services and features (as defined in the Price Proposal Template) do not include domestic federal, state, or local taxes, non-domestic taxes and duties in effect that the taxing authority is imposing and collecting on the transactions or property covered by this contract. Excepted taxes, as defined in Federal Acquisition Regulation (FAR) 52.229-4, will be included in the contract price and not itemized on the monthly invoices.

In response to the Government's solicitation, Sprint has prepared schedules showing the estimated domestic taxes, fees and surcharges to be included on its monthly invoice whether: (1) measured by gross receipts from sales made to customers; or (2) imposed as a per-line or per-unit charge. These taxes, fees and surcharges include any applicable gross receipt tax surcharges, as well as federal, state, and local excise taxes that are imposed on transactions subject to this contract. Such fees and charges also include, but are not limited to, a Universal Service Fund assessment, a



Telephone Relay Service charge, and in some states, a mandatory state-required E911 fee. In the event an exemption is claimed, the customer must provide Sprint with valid and properly executed tax exemption certificates before any such exemption shall become effective.

In addition, all non-domestic taxes, duties or value-added taxes are not included in the unit prices and will be invoiced at the actual rates of those duties and taxes that the taxing authority is assessing on Sprint as of the date the features or services are provided. Non-domestic taxes are country and service specific and will be identified at the time of service order.

Below are lists of identified taxes, surcharges and fees and are provided for informational purposes only. The rates are estimates of actual rates charged and are based on actual tax or assessment rates charged by the collecting authority. Some or all of the following charges may apply on a customer's invoices:

Wireless Services – Regulatory Fees/Surcharges and Tax Descriptions

- Sales Tax - Service
- PUC Tax
- 911 Tax
- District Tax
- Service Tax
- Business & Occupation (B&O) Tax
- Utility Users Tax
- Universal Service Fund Surcharge
- NY Surcharge
- KY State Access Surcharge
- Special Tax
- Excise Tax
- Statutory Gross Receipts Tax
- Utility Users Tax
- Universal Service Fund Surcharge
- License Tax
- Universal Service Fund Surcharge (Wireless)
- Wireless Number Portability (WLNP) Surcharge
- 911 Surcharge (Wireless)

Below are wireless taxes, surcharges and fees broken out by jurisdiction, name of tax, surcharge and fees, applicable rate/amount and any supporting comments. The classifications of the charges contained in the tables below as “taxes,” “surcharges,” and “regulatory fees” are for convenience only for the purpose of compliance with Government’s solicitation.

Wireless Fees/Taxes/Surcharges Levied on Seller

Jurisdiction	Tax Description	Tax Rate
Federal	Univ Serv Assessment	19.5%
Federal	Administrative Charge	\$1.99
Federal	Regulatory Charge	\$0.40
Alaska	Univ Serv Assessment	19%
Arizona	911 Surcharge	\$.20 per line
Arizona	Univ Serv Assessment	\$.13336 per line
Arizona	Tele Sales Surcharge	5.60% to 12.85%
Arizona	Public Utility Tax	0 to 5%
Arkansas	TRS Charge	\$.01 per line
Arkansas	High Cost Charge	6.50%
California	PUC User Fee	0.26%
Colorado	B&O Tax	\$3.74 per line. Lakewood, CO
Colorado	Univ Serv Assessment	2.6%
Connecticut	Lifeline and TRS Fee	\$.06 per line
District of Columbia	Telecom Serv Tax	11%
District of Columbia	911 Surcharge	\$.76 per line



Florida	Installment Bill FL Stamp Tax	\$.35 per \$100
Hawaii	Gross Receipts Surcharge	5.8850%
Hawaii	Sales Surcharge	4.188% to 4.712%
Indiana	Gross Receipts Recovery	1.40%
Indiana	Univ Serv Assessment	0.82%
Iowa	TRS Charge	\$.03 per line
Kansas	Univ Serv Assessment	7.25%
Kentucky	Gross Receipts Surcharge	1.3%
Kentucky	School District Tax	3%
Louisiana	Univ Serv Assessment	2.085%
Maine	Telecom Edu. Access Fund	0.521%
Maine	Univ Serv Assessment	2.1%
Maine	ME Service Tax	6.0%
Maryland	Utility Tax	\$4.00 per line
Maryland	Univ Serv Assessment	\$.05 per line
Michigan	State-Univ Serv Assessment	0.98%
Missouri	License Surcharge	0 to 11%
Nebraska	NE USF	6.95%
Nebraska	B&O Surcharge	0 to 6.25%
Nevada	Gross Receipts Tax	0 to 5% on the first \$15.00
Nevada	Univ Serv Assessment	0.1545%
Nevada	Hearing Impaired Fee	\$.07 per line
New Mexico	Telephone Sales Surcharge	5.5% to 11.813%
New Mexico	Univ Serv Assessment	6.06%
New Mexico	Gross Receipts Tax	4.25%
New York	Telecomm Excise Recovery	2.9%
New York	MCTD Excise Surcharge	0.721%
New York	Telecomm Excise Recovery	1.974%
North Dakota	Gross Receipts Recovery	2.5%
Ohio	TRS Charge	\$.02 per line
Ohio	OH Tax Recovery Charge	0.25%
Oklahoma	Univ Serv Assessment	2.16%
Oregon	Gross Receipts Recovery	0 to 2%
Pennsylvania	Gross Receipts Recovery	5%
Puerto Rico	Univ Serv Assessment	1.39%
Rhode Island	Gross Receipts Recovery	5%
South Carolina	Tele Sales Surcharge	6% to 9%
South Carolina	License Tax	1%
South Carolina	Univ Serv Assessment	2.07%
South Dakota	Gross Receipts Tax	4%
Texas	State Cost Recovery Fee	1%
Texas	Univ Serv Assessment	3.3%
Utah	Gross Receipts Tax	0 to 3.5%
Utah	Univ Serv Assessment	\$.36 per line
Virginia	Special Revenue Surcharge	0.16%
Virginia	Gross Receipts Surcharge	0.5%
Washington	Utility Users Surcharge/B&O Fee	0 to 9%
Wisconsin	Univ Serv Assessment	1.9356%



Wyoming	Univ Serv Assessment	1.4%
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Additional Tax Information

Each city in Arizona and New Mexico has the authority to impose a local tax on intrastate charges. These rates vary by city and are too numerous to list. The New Mexico state and local rates are combined as one rate.



Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”) (Rev 10-12-17; Revision 2 - 8-31-18)

1. **GENERAL.** These Standard Terms and Conditions contain general provisions that apply to Customer's purchase and use of all Products and Services. “Agreement” refers to the written service agreement signed by Customer for the purchase of Products and Services and all attachments, documents incorporated by reference, and related Order(s). To the extent the terms of this Agreement conflict with the terms of the GSA Multiple Award Schedule contract (the “Contract”) the terms of the GSA Multiple Award Schedule contract will prevail.
2. **TERM.** The Agreement begins on the Effective Date and the terms and conditions set forth in these Standard Terms and Conditions will remain in effect for as long as Sprint provides Products and Services to Customer (“Term”). The terms and conditions set forth in an attachment will remain in effect for as long as f in the transaction.
3. **RATES AND CHARGES**
 - 3.1. **Pricing.** If Customer purchases a Product or Service that is not priced in the Agreement, Customer's pricing will be based on Sprint's then-current list price at the time of purchase. Unless expressly stated otherwise, the pricing terms in an attachment may not be available if an indirect sales agent is involved in the transaction.
 - 3.2. **Rate Adjustments.** Sprint may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges may include state and federal Carrier Universal Service Charges (“CUSC”), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges, and the amounts may vary. If the Federal Communications Commission (“FCC”) requires that Sprint contribute to the Universal Service Fund (“USF”) based on Services that Sprint in good faith has treated as exempt, Sprint will bill Customer the CUSC for such Services beginning on the date the FCC establishes such Services became subject to USF contributions.
 - 3.3. Notwithstanding the provisions of FAR 52.229-3 Federal, State, and Local Taxes (FEB 2013)(Deviations – Feb 2007), the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Sprint shall state separately on its invoices taxes excluded from the contract price, and the ordering activity agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption. Any additional charges and taxes which Sprint intends to charge the ordering activity must be disclosed within their quote as open market and approved in writing by the ordering activity Contracting Officer in order for the Government to be bound by those terms. Each ordering activity is responsible for obligating funding to pay these charges at the time of order placement. It shall be the ordering activity's responsibility to provide a tax exemption certificate at Sprint, where appropriate.
4. **ORDERS, BILLING AND PAYMENT**
 - 4.1. **Orders.** Customer is responsible for all Orders issued under the Agreement, including Orders placed by Customer's Affiliates that have not entered into an Affiliate Enrollment Agreement with Sprint. Sprint may accept an Order by (A) signing and returning a copy of the Order to Customer; (B) delivering any of the Products or Services ordered; (C) informing Customer of the commencement of performance; or (D) returning an acknowledgment of the Order to Customer. The terms and conditions in any Customer-generated Order template will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by the Agreement. Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer will pay any actual costs incurred by Sprint due to Customer's cancellation in accordance with the terms and conditions of the GSA Multiple Award Schedule contract and applicable laws and regulations. Sprint may reject or cancel an Order for any reason prior to acceptance of the Order. Sprint will notify Customer of rejected or canceled Orders.
 - 4.2. **Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or file a claim in accordance with the



Contract Disputes Act, 41 U.S.C. 7101-7109.. If Sprint determines, in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

5. **WARRANTIES.** EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED “AS IS.” SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE GSA MULTIPLE AWARD SCHEDULE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

6. **EQUIPMENT AND SOFTWARE**

- 6.1. **Non-Sprint Equipment or Software.** Customer is responsible for curing any impairment to Product or Service quality that is caused by equipment or software not provided by Sprint. Customer will continue to pay Sprint for Products and Services during such impairment.
- 6.2. **Software License.** Customer is granted a non-exclusive and non-transferable license or sublicense to use software provided with a Product or Service, in accordance with the applicable software licensing terms. No rights are granted to source code. Customer cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software.

7. **USE OF PRODUCTS AND SERVICES**

- 7.1. **Acceptable Use Policy.** If Customer uses Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint. Customer will prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- 7.2. **Resale.** Customer agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users. Customer may not resell or lease Products and Services to any third party unless specifically set forth in an attachment.

8. **CONFIDENTIAL INFORMATION**

- 8.1. **Definitions.** “Confidential Information” means nonpublic information (A) about the Discloser or the Discloser's business and operations, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with the Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing. “Discloser” means the party disclosing Confidential Information, and “Recipient” means the party receiving Confidential Information.
- 8.2. **Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other Sprint or Sprint Affiliate services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.
- 8.3. **Customer Proprietary Network Information; Privacy.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill (“Customer Proprietary Network Information” or “CPNI”). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. Sprint's privacy policy, as amended from time to time,



includes information about Sprint's CPNI and other data practices and can be found at www.sprint.com/legal/privacy.html.

- 8.4. Use of Name, Service Marks, Trademarks.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.
- 9. LIMITATIONS OF LIABILITY.** The parties are commercial entities and acknowledge that each has had the opportunity to seek advice from counsel pertaining to the Agreement.
- 9.1. Damage Limitations.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligence or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 9.2. Damage Waivers.**
- A.** NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS (INCLUDING LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.
- B.** Sprint is not liable (i) for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment; (ii) for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint; or (iii) if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.
- 9.3.** This Agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to the Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Multiple Award Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

10. TERMINATION

A. Termination may be conducted in accordance with the GSA Schedule terms and conditions and applicable laws and regulations. B. Technology Evolution

- (1) In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.
- (2) If Sprint takes any action set forth in subsection (1) above, Sprint will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of Sprint's notice may include providing written notice to any address (a) listed in the Agreement for Customer, (b) Sprint uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.
- 11. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters; wars, riots, terrorist activities; cable cuts by third parties, a LEC's activities, and other acts or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees.



- 12. NOTICES.** Notices required under the Agreement must be submitted in writing to any address listed in the Agreement for the other party, or for notices to Customer, to the address Sprint uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices also must be sent to:

Sprint: Attn: VP Legal Dept. – Sales & Distribution Mailstop: KSOPHT0101-Z2525 6391 Sprint Parkway Overland Park, KS 66251-2525	Customer: _____ _____ _____ _____
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13. DEFINITIONS

- 13.1.** “Affiliate” is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.
- 13.2.** “Effective Date” is the date the last party signs the service agreement.
- 13.3.** “Order” means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer, which identifies the quantity of specific Products and Services Customer is requesting.
- 13.4.** “Product(s)” includes equipment, devices, software, hardware, cabling or other materials sold or leased to Customer under the Agreement as a separate item from, or bundled with, a Service.
- 13.5.** “Rates and Conditions Website” refers to the website located at <http://www.sprint.com/business/support/ratesWelcome.html>.
- 13.6.** “Service(s)” means all telecommunications, cloud, software, or other services sold or provided to Customer under the Agreement, excluding Products.
- 14. MISCELLANEOUS.** The Agreement may only be amended or altered by a writing signed by both parties’ authorized representatives. If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law. References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by Sprint. The failure to exercise any right under the Agreement does not constitute a waiver of the party’s right to exercise that right or any other right in the future. The Agreement’s benefits do not extend to any third party. The Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates. Customer may not assign any rights or obligations under the Agreement or any Order without Sprint’s prior written consent, except that Customer may assign the Agreement, after 30 days’ prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer’s assets. Each party agrees that it will comply with all applicable laws in performance of its obligations under the Agreement. The Agreement will be governed by the laws of the United States of America, without regard to its choice of law principles. The English version of the Agreement will prevail over any foreign language versions. The terms and conditions of the Agreement regarding confidentiality, limitations of liability, warranties, payment and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.



Wireless Services Product Annex (Rev 1-8-18; Revision 2 - 08-31-18)

The following terms and conditions, together with the Sprint Standard Terms and Conditions ("Agreement"), govern Sprint's provision and Customer's use of wireless Products and Services. Capitalized terms are defined in the Definitions section at the end of this Wireless Services Product Annex if not otherwise defined in the Agreement. To the extent the terms of the Agreement and Annex conflict with the terms of the GSA Multiple Award Schedule contract (the "Contract"), the terms of the GSA Multiple Award Schedule contract will prevail.

1. BUSINESS PLAN FEATURES AND OPTIONS.

1.1. Wireless Voice Features.

- A. **Shared Minutes.** Customer must have a minimum of two Customer Lines in a Shared Minute group. All Customer Lines using the Shared Minutes option must subscribe to an eligible Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Customer Line in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Customer Line's additional voice minutes are billed at the overage rate defined in the Business Plan.
- B. **Sprint® Mobile-to-Mobile.** "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Nationwide Sprint Network to another Active Unit on the Nationwide Sprint Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network between Sprint phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- C. **Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Customer Line on an eligible Business Plan with Anytime Minutes and add up to five additional Customer Lines to that Business Plan.
- D. **Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes of use for Customer Lines on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

1.2. Sprint® Direct Connect® and Sprint Direct Connect Plus™.

- A. **General.** Sprint Direct Connect transmissions occur only between Sprint Direct Connect Devices and Sprint Direct Connect Plus transmissions occur only between Sprint Direct Connect Plus Devices. All Sprint Direct Connect Devices and Sprint Direct Connect Plus Devices are capable of making nationwide Direct Connect transmissions. Sprint Direct Connect and Sprint Direct Connect Plus transmissions do not work simultaneously with a voice call from the same Product. Sprint Direct Connect and Sprint Direct Connect Plus service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Sprint Direct Connect and Sprint Direct Connect Plus are available on the Sprint 3G Network and the Sprint 4G Network.
- B. **Sprint® Direct Connect® Features.**
 - (1) **Group Connect®.** Group Connect service requires all participants to have a group-capable Sprint Direct Connect Device in order to initiate and receive Group Connect transmissions. Group Connect for Sprint Direct Connect is limited to 21 total participants (including the originator).
 - (2) **International Direct ConnectSM.** International Direct Connect is available for Sprint Direct Connect Devices subscribed to Direct Connect service. International Direct Connect service for Sprint Direct Connect Devices includes the ability to place and receive Sprint Direct Connect transmissions to eligible foreign carrier push-to-talk subscribers, determined by the number dialed, while the user is located within the 48 contiguous states of the United States and Hawaii.
 - (3) **pdvConnect.** pdvConnect allows recorded messages to be initiated by making a phone call (or push-to-talk transmission where enabled) and sent to the recipient's e-mail address via embedded link or the recipient's mobile device via text message, including an access number. Alternatively, the recorded message and any additional information can be captured in a pdvConnect message authority where it is time-stamped and can be accessed in near real time via a secure web portal that includes a virtual dispatch console for processing,



storing, transcribing, forwarding, and handling the messages, and further communicating with Customer's mobile workers as necessary.

- (4) **TeamDCSM.** TeamDC allows up to 200 nationwide group members (including the group creator), all using Sprint Direct Connect Devices, to participate in a Sprint Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission. More information on TeamDC capabilities is available by contacting Customer's Sprint Account Representative.
- (5) **Call Alert.** Call Alert allows a Sprint Direct Connect user to send a repeating alert to notify another Sprint Direct Connect user that the user would like to communicate. Users of Sprint Direct Connect Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
- (6) **DC Permissions.** DC Permissions allow a Sprint Direct Connect user to block/allow Sprint Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Direct Connect Devices.
- (7) **SMS Messaging.** Sprint Direct Connect users with Sprint Direct Connect Devices may be prompted to send a text or voice SMS message when a Sprint Direct Connect transmission is blocked (e.g., the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Sprint Direct Connect transmissions between two Sprint Direct Connect Devices when the recipient uses a single number for voice calls and Sprint Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

C. Sprint Direct Connect PlusTM Features. To access Sprint Direct Connect Plus, a user must utilize a Sprint Direct Connect Plus Device.

- (1) **Group Connect[®].** Group Connect service requires all participants to have the Sprint Direct Connect Plus Application running on a Sprint Direct Connect Plus Device. Group Connect for Sprint Direct Connect Plus is limited to 30 total participants (including the originator) if the group is created in the Sprint Direct Connect Plus Application, or up to 250 total participants if the group is created from the Corporate Administrator Tool described below. Group Connect calls may also be referred to as "TalkGroups" when a Group Connect is created in the Corporate Administrator Tool. The Group Connect "Talker Priority" feature allows the Group call creator to designate, via the Corporate Administrator Tool, priority for certain group members to interrupt other participants during the group transmission.
- (2) **Call Alerts** Call Alert allows a Sprint Direct Connect Plus user to send a repeating alert to notify another Sprint Direct Connect Plus user that the user would like to communicate.
- (3) **Presence.** The Presence feature allows a Sprint Direct Connect Plus user to change his/her presence status and see the presence of all of the contacts the user has stored in the Sprint Direct Connect Plus Application. A Sprint Direct Connect Plus user's ability to receive Direct Connect calls and other Sprint Direct Connect Plus features depends on the user's Sprint Direct Connect Plus Presence status. Sprint Direct Connect Plus supports the following presence states: Available, Unavailable, and Do Not Disturb ("DND"). A Sprint Direct Connect Plus user can only change his or her status from Available to Do Not Disturb ("DND") and vice versa. Unavailable status means the Sprint Direct Connect Plus Device is not logged on to the Sprint Direct Connect Plus Application.
- (4) **Broadcast Calling.** Broadcast calling provides the ability for Customer to make a one-way, high priority call to a group of up to 500 Sprint Direct Connect Plus users. Incoming broadcast calls have a tone preamble and will preempt all ongoing calls, except for other broadcast calls. Broadcast group calls will be delivered in call batches, with 250 Sprint Direct Connect Plus users as the maximum batch size. If a user receives a broadcast call late (e.g., due to extra time required for preemption of another Sprint Direct Connect Plus call), he or she will hear the broadcast call in progress. If a broadcast call fails to go through to a Sprint Direct Connect Plus user, the call will be retried once more after all other batches are attempted. Customer creates and administers broadcast groups through the Corporate Administrator Tool. Each group can be configured to override a user's DND status.
- (5) **Roaming and International Support.** Sprint Direct Connect Plus has no restrictions for domestic or international Roaming. The Sprint Direct Connect Plus Application will attempt to register for service wherever there is a working cellular data connection or Wi-Fi service.



- (6) **Wi-Fi Support.** Users with a Wi-Fi capable Sprint Direct Connect Plus Device can access Sprint Direct Connect Plus over a Wi-Fi network. The Sprint Direct Connect Plus Application automatically performs a handoff from the cellular network to a Wi-Fi network whenever the Sprint Direct Connect Plus Device connects to Wi-Fi. The Sprint Direct Connect Plus Application will switch back to cellular data as soon as the Wi-Fi connection is terminated.
 - (7) **Corporate Administrator Tool.** Customer may designate one or more corporate administrators to create and manage Customer's Sprint Direct Connect Plus contacts and groups through the online Sprint Direct Connect Plus Corporate Administrator Tool. Contacts and groups are pushed to Customer's Sprint Direct Connect Plus Devices within the same Corporate ID.
 - 1.3. **Roaming.** Customer Lines must primarily be used within the coverage area of the Nationwide Sprint Network. Sprint may, without notice, deny, terminate, modify, disconnect or suspend Service to a Customer Line if Roaming in a given month exceeds: (A) voice: (i) 800 minutes or (ii) a majority of minutes; or (B) data: (i) 100 megabytes, or (ii) a majority of kilobytes, unless otherwise specified in a Business Plan. Customer Lines on "unlimited" Business Plans will be subject to these Roaming limitations. Business Plans that include Roaming ("Roaming Included Plans") are not available with single-band phones. Unless otherwise specified in a Business Plan, international calling is not included in Roaming Included Plans. Wireless performance while Roaming, including available calling features, may be different than the wireless performance while on the Sprint Networks or the Sprint 4G Network.
 - 1.4. **Modification.** Sprint may modify terms and features of, or expire, a wireless Business Plan or Business Plan add-on, with written notice to Customer.
2. **CHARGES, FEES AND CREDITS.**
- 2.1. **Monthly Recurring Charges.** Sprint will bill Customer for wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the number of minutes or amount of data used exceeds the quantity included with Customer's Business Plan.
 - 2.2. **Usage Charges.**
 - A. **Wireless Voice Usage.**
 - (1) **General.** Outgoing call usage is calculated from the time Customer's device initiates contact with the Sprint Networks until the connection to the Sprint Networks is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number, or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that are not answered, or that enter Customer's voicemail. For each successful call, Customer will be charged for a minimum of one minute. After the first minute, voice usage is rounded-up to the next second or next minute. For calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are calculated based on the call start time. Call start times will be determined based on the location of the Sprint Network equipment providing wireless Service and not the location of Customer's device or the device's area code.
 - (2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.
 - B. **Wireless Data Usage.**
 - (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services. Data usage is calculated on a per kilobyte, megabyte or gigabyte basis (depending on the Business Plan), and is rounded up to the next whole kilobyte, megabyte or gigabyte. Rounding of data usage occurs every two clock hours for a continuous connection, or at the end of each separate session that is initiated and terminated within the two hour block, at which time Sprint deducts accumulated usage from the Business Plan and assesses overage or casual usage charges, if applicable.



Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's bill will not separately identify the number of kilobytes, megabytes or gigabytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are (a) treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage, and (b) not available on the Sprint 4G Network. Except in connection with a Sprint Mobile Hotspot add-on or a Business Plan that includes Sprint Mobile Hotspot, Customer may not use a phone as a wired or wireless modem in connection with a computer, PDA, or similar device.

- (2) **Text and Numeric Messaging.** Sprint will charge Customer the per message rate for each text or numeric message that exceeds the quantity of messages Customer has purchased. SMS messaging is not available on the Sprint 4G Network.
- (3) **Mobile Content.** Customer may purchase mobile content on a per item or monthly basis from Sprint and third parties. Charges for mobile content will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for mobile content. Customer may block Customer Lines from, or otherwise disable them from using, mobile content. Sprint may impose a limit on Customer's use of mobile content based on Customer's credit.

C. Sprint Direct Connect and Sprint Direct Connect Plus Usage.

(1) Sprint Direct Connect Transmissions.

- (a) A Sprint Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication. Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Sprint Direct Connect transmissions. After 6 seconds, Sprint Direct Connect airtime on a Sprint Direct Connect Device is rounded up to the next second for each transmission.
- (b) Airtime charges for Sprint Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.
- (c) For Sprint Direct Connect Devices, Direct Connect, International Direct Connect, Group Connect, pdvConnect, and TeamDC minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the Business Plan add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

- (2) **Sprint Direct Connect Call Alert Transmissions.** Sprint does not charge for sending or receiving Call Alerts or Call Alerts with text. A user will initiate a new push-to-talk transmission by responding to a Call Alert or a Call Alert with text even if responding within 6 seconds of receiving the alert.
- (3) **Sprint Direct Connect Plus Transmissions.** Sprint Direct Connect Plus allows Customer to make and receive unlimited Sprint Direct Connect Plus Direct Connect and Group Connect calls.

D. Roaming Charges. Unless Customer is utilizing a Roaming Included Plan, voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage. Domestic Roaming voice rates are set forth in Customer's Business Plan, if applicable. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates.



- 2.3. Additional Charges and Fees.** If Customer changes wireless devices, Sprint may charge Customer an upgrade charge per Customer Line changed. If Sprint terminates Service to a Customer Line as permitted under the Agreement or requested by Customer, Sprint may require payment of any undisputed outstanding account balance before Sprint reactivates Service to the Customer Line and Sprint may charge Customer a reactivation charge in accordance with the GSA Multiple Award Schedule contract. Sprint reserves the right to charge a fee for Customer-requested, non-standard account modifications, including phone number changes. Any changes must be agreed to in writing by a duly warranted Contracting Officer.
- 2.4. Credits for Redialed Calls.** Sprint will provide Customer with a usage credit of at least one minute for a call on a Customer Line that is: (A) placed while in an area covered by the Sprint Networks, (B) disconnected due to limitations of the Sprint Networks, and (C) redialed within one minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

3. BILLING.

- 3.1. Billing.** Unless otherwise specified in a Business Plan, unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may bill Customer for usage that occurred during a prior billing cycle, if not previously billed to Customer. When Sprint bills for usage incurred during a prior billing cycle, those minutes count against minutes in the current billing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses. Customer is responsible for all charges incurred by each Customer Line, including all purchased mobile content. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.
- 3.2. Account Changes.** Customer-requested changes to Business Plans, Business Plan add-ons or wireless Service options may not be effective until the following bill cycle. For Customer-initiated wireless Service cancellations, including cancellation of Business Plan add-ons, Sprint will bill Customer for the entire bill cycle in which wireless Service was cancelled; provided that, for Business Plan add-on cancellations, if Customer cancels before the end of the first bill cycle, then Sprint will bill Customer for a minimum of one month from the effective date of the Business Plan add-on. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.
- 3.3. Limitations Period.** Sprint will use commercially reasonable efforts to bill Customer for (A) Sprint-provided wireless Products and Services, within 180 days of the end of the monthly billing period in which Sprint provides the wireless Products and Services, and (B) third party-provided wireless Products and Services, including non-Domestic wireless Services, within 180 days of the date Sprint receives a bill from the third party provider. If Sprint fails to bill Customer for wireless Products or Services before expiration of the applicable 180 days, Customer will not be required to pay those charges. Customer must notify Sprint in writing of any billing dispute about wireless Products or Services within 180 days of the applicable bill date. If Customer fails to notify Sprint within such 180 days, Sprint will not be required to reimburse or credit Customer for those charges.

4. PROVISIONING AND RETURNS FOR SPRINT-PROVIDED PRODUCTS.

- 4.1. Shipping.** Sprint will ship wireless Products to the delivery location specified in Customer's Order. Risk of loss to the wireless Products passes to Customer upon the Products' arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.
- 4.2. Returns.** For details on Sprint's return policy, please visit sprint.com/returns. Sprint may change its return policy from time-to-time without notice, provided that Customer will have a minimum of 14 days to return wireless Products. Customer may reject wireless Products or shipments that are visibly damaged or defective ("Nonconforming Products"). Customer must return Nonconforming Products in accordance with Sprint's return policy or Customer will be deemed to have accepted the Products. Sprint will pay all reasonable ground transportation freight charges associated with returns of Nonconforming Products.
- 4.3. Cold Device Policy.** If Customer receives a subsidy or discount off of the Suggested Retail Price for any Sprint-provided wireless Product purchased under Customer's Sprint business account, then Customer must (A) activate the Product on a valid Business Plan on its Sprint business account within 60 days of the date Sprint ships the Product, and (B) keep the Product activated on its account for a minimum of 60 days. If Customer fails to comply with these requirements, and does not return the



Product to Sprint within 60 days of the date Sprint ships the Product, then Sprint reserves the right to bill Customer for the amount of the subsidy or discount.

- 4.4. Sprint Wireless Recycling Program.** The Sprint Wireless Recycling Program provides two options for recycling used wireless Products, including accessories: (A) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint wireless Products, and (B) the Sprint project connect program accepts any wireless Product and uses the net proceeds that result from those Products to fund community-based initiatives such as Sprint's 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless Products eligible for the Sprint buyback program, go to Sprint.com/recycle.

- 5. DEVICE PROTECTION.** Additional device protection information is available at www.sprint.com/deviceprotection.

- 5.1. Phones and Connection Cards.** Customer may purchase Total Equipment Protection ("**TEP**"), which is a bundle of insurance (Equipment Replacement Program or "**ERP**") and service contract (Equipment Service and Repair Program or "**ESRP**") that provides coverage to protect against loss, theft, physical or liquid damage or mechanical/electrical failure involving Customer's wireless phone and connection card Products. TEP may not be available for all wireless Products. If Customer purchases TEP (or ESRP separately), Sprint will waive up to two repair fees in any 12 month period for Products covered by the ESRP service contract at the time of repair or replacement at a Sprint Service Repair Center. A per claim deductible will apply for approved insurance claims. There is a limit of three insurance claims under ERP in any 12 month period. Insurance is administered by a third party program administrator and not by Sprint. If Customer selects TEP coverage, Sprint will charge Customer a monthly insurance premium and service contract fee per covered Customer Line, and Sprint will remit the insurance premium portion to the third party program administrator on Customer's behalf. Insurance is not subject to any discounts. Insurance claims must be submitted directly to the third party program administrator, provided that Customer's Sprint Account Representative will reasonably assist Customer in the processing of any such insurance claims. Terms of TEP coverage are available at the point of sale or in subsequent communications. If Customer does not purchase TEP coverage, Sprint reserves the right to charge a fee for repair to malfunctioning wireless Products, regardless of warranty period, and Customer may not be able to replace lost, stolen or non-repairable wireless Products without incurring costs. Customer may purchase the Equipment Service and Repair Program separately on a stand-alone basis. Customer may purchase the Equipment Replacement Program on a stand-alone basis only for those Customer Lines with a New York area code/prefix.

- 5.2. Tablets.** To protect against loss, theft, physical or liquid damage, or mechanical/electrical breakdown involving Customer's eligible wireless tablets, Customer may purchase Advanced Device Insurance ("**ADI**"), Advanced Device Service and Support ("**ADSS**"), which is a service contract, or Advanced Protection Pack ("**APP**"), which is a combination of ADI and ADSS. APP, ADI and ADSS may not be available for all tablets, and they are not available for Wi-Fi-only tablets. A per claim deductible of up to \$200 will apply for approved accidental damage, loss, or theft claims. Under ADI or APP, there is a limit of three claims for accidental damage, loss, or theft in any rolling 12 month period. Under ADSS or APP, there is no claim limit or deductible for mechanical or electrical breakdown claims. The APP, ADI, and ADSS programs are administered by Brightstar Device Protection, LLC ("**Brightstar**"), a third party administrator, and not by Sprint. If Customer selects APP, ADI, or ADSS coverage, Sprint will charge Customer the applicable monthly subscriber fee per covered tablet, and Sprint will remit the monthly subscriber fee to Brightstar on Customer's behalf. APP, ADI and ADSS are not subject to any discounts. Claims must be submitted directly to Brightstar by calling 844-225-6335 or at www.mydeviceprotection.com. The full terms and conditions of coverage are available at the point of sale, in subsequent communications, and at www.mydeviceprotection.com. If Customer does not purchase APP, ADI, or ADSS coverage, Sprint reserves the right to charge a fee for repair to malfunctioning tablets, regardless of warranty period, and Customer may not be able to replace lost, stolen or non-repairable tablets without incurring additional costs.

6. WIRELESS PRODUCTS AND SERVICES POLICIES.

- 6.1. Lost or Stolen Wireless Product Policy.** If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all wireless Service usage charges associated with the Product before Customer notifies Sprint of the loss or theft and Customer will remain liable for any MRCs associated with the wireless Service after Customer notifies Sprint of the alleged loss or theft. A lost or stolen wireless Product remains subject to the applicable Minimum Service Term and Sprint may not waive any applicable early termination fees if Customer chooses to terminate wireless Service as a result of the loss or theft. Customer will cooperate with Sprint in the investigation of the incident. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require



Customer to exchange the wireless Product for another wireless Product before reactivating wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.

- 6.2. Fraud Policy.** Sprint will notify Customer, and Customer will notify Sprint's Customer Care department promptly, of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation and resolution of the incident.
- 6.3. Location Based Services.** If Customer downloads or accesses Location Based Services through wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Employees using Customer Lines upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*) and any other applicable laws. **CUSTOMER WILL BE RESPONSIBLE FOR ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY END USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER LINES.** Location Based Services are not available on the Sprint 4G Network.
- 6.4. Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, Business Plan add-ons, features and equipment discounts may not be available on all wireless Products. Access to the Sprint 3G Network or the Sprint 4G Network may require installation of separate software depending on the Product.
- 6.5. Product Content.** Customer's Products may contain sensitive or personal information. Sprint is not responsible for any information on Customer's Products, including sensitive or personal information. Customer should remove or otherwise safeguard any sensitive or personal information when Customer relinquishes, exchanges, returns, or recycles a Product. If Customer exchanges, returns, or recycles Products through Sprint, Customer must remove all data from Products before providing them to Sprint.
- 6.6. Network Access.** Sprint may refuse activation, or block access to the Sprint Networks or the Sprint 4G Network, for wireless Products that are incompatible with the Sprint Networks or the Sprint 4G Network, or for any reason that protects the interests of Sprint's customers or the Sprint Networks or the Sprint 4G Network, including for wireless Products that are lost or stolen, or that have been terminated or suspended for nonpayment.
- 6.7. Network Management and Performance.** Information on Sprint's network management tools, policies and other related information is available at www.sprint.com/networkmanagement.

7. WIRELESS SERVICE LIMITATIONS.

- 7.1. Telephone Numbers and Portability.** Sprint may, with reasonable prior notice and for commercial reasons such as fraud prevention, regulatory requirements and area code changes, change the telephone number assigned to wireless devices. Customer does not have any right of possession or title to any telephone number, identification number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide certain information about Customer's account with the other carrier, and purchase or lease wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 9-1-1 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful. If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period and receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled wireless Service. If Customer transfers a number to another carrier before the end of an applicable Minimum Service Term, Customer may be subject to early termination fees.



- 7.2. Call Limitations.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services. Sprint will block international calling capability unless Customer expressly requests such capability for a Customer Line. Caller identification information may not be available for all incoming calls.
- 7.3. 9-1-1 or Other Emergency Calls.**
- A. General.** For 9-1-1 calls, an emergency responder's ability to locate a caller using a wireless Product may be affected by various factors, including the type of wireless Product used, the Product's GPS capabilities, geography, or other factors such as the porting process. In some areas, and depending on the equipment deployed by the local public safety answering point ("PSAP"), 9-1-1 calls may be routed to a state patrol dispatcher instead of the local PSAP. Enhanced 9-1-1 ("E911") service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. A caller using a wireless Product should always be prepared to report precise location information to emergency responders. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include Customer's name, address, number, and the location of the user of the Service at the time of the call.
 - B. Wi-Fi Calling.** 9-1-1 service through Wi-Fi calling may not be available or may be limited compared to traditional 9-1-1 service due to a number of circumstances, including relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information, or other technical problems.
 - C. Text-to-911.** Text-to-9-1-1 service may allow standard SMS text message communication with a 9-1-1 operator, however text-to-9-1-1 is only available in certain limited areas where it has been requested and implemented by local public safety officials and is not available when Roaming. A text-to-9-1-1 message does not automatically provide precise location information to the 9-1-1 operator. Delivery or receipt of text-to-9-1-1 messages is not guaranteed and messages may fail, be delayed or be out of sequence. A person using a wireless Product should always attempt to call 9-1-1 when possible in an emergency situation.
 - D. Inbound Call Blocking.** If Customer chooses inbound call blocking, inbound call blocking may be removed for 24 hours following a 9-1-1 call so that public safety can attempt to call-back the Customer Line, if necessary. All other inbound calls may also be allowed during this time period. Removing inbound call blocking by request normally requires processing time. Sprint will make a good faith effort to complete the removal of inbound call blocking and may also cooperate with public safety to remove inbound call blocking, upon lawful request. Inbound call blocking may be restored after the 24-hour period. Customer will not be notified if inbound call blocking is removed or reinstated following a 9-1-1 call.
 - E. TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 9-1-1 calls due to the limitations of the answering agency. A TTY-capable wireless Product should not be relied on for 9-1-1 calls.
- 7.4. Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Customer may not be able to make or receive voice calls while using data Services. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings and other messages, including broadcast messages. Certain third party Applications may access, collect, use, or disclose Customer's personal information or require Sprint to disclose Customer's personal information to the Application provider or a designated third party. If Customer accesses, uses, or authorizes third party Applications through data Services, Customer authorizes Sprint to provide to the third party information related to Customer's use of the Services or the Application(s). Customer acknowledges that use of third party Applications is subject to the third party's terms, conditions and policies, including its privacy policy.
- 7.5. Prohibited Network Uses.** Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the Prohibited Network Uses in this section.



- A. Examples of Prohibited Voice Uses.** Sprint wireless voice Services are provided solely for live dialogue between, and initiated by, individuals. Sprint wireless voice Services may not be used for any other purposes, including: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialed calls, or other connections that do not consist of uninterrupted live dialogue between individuals.
- B. Examples of Prohibited Data Uses.** Sprint wireless data Services are intended to be used for web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used to disrupt email use by others using automated or manual routines, including “auto-responders” or cancel bots or other similar routines; to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, “junk mail”, unsolicited commercial or bulk email, or fax; or for activities adversely affecting the ability of other people or systems to use either Sprint’s wireless Services or other parties’ Internet-based resources, including “denial of service” (DoS) attacks against another network host or individual user.
- 7.6. Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones may have a software programming lock that protects certain of the phone’s operating parameters against unauthorized reprogramming. Information on obtaining a software program lock code is available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products, features or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product, feature or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product, feature or Application with the wireless Products or Services, and Customer may not receive a refund for any unused portion of the data content.
- 7.7. Sprint Service Provider Affiliate Market Limitations.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, Business Plan add-ons, and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in the Agreement, Sprint reserves the right, with 30 days’ prior written notice, to (A) port any Customer Line activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (B) terminate Services to such Customer Lines.
- 8. NETWORK COVERAGE; LIMITATION OF LIABILITY FOR WIRELESS SERVICE PROBLEMS AND PRODUCT FAILURES.**
- 8.1. Network Coverage; Service Speeds.** Wireless voice Services and Sprint Direct Connect Services are provided on the Sprint Networks. Wireless data Services are provided on the Sprint Networks and the Sprint 4G Network. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a wireless high-speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 4G Network, and then default to the Sprint 3G Network or Nationwide Sprint Network depending on coverage and network availability. When the Sprint 3G Network is available and Customer uses a Sprint 3G-compatible device with a wireless high-speed data Business Plan, Customer Lines will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. Coverage is not available everywhere. Coverage areas, including Roaming areas, may change and are accessible through www.sprint.com/coverage. Sprint coverage maps reflect coverage areas when using Services outdoors under optimal conditions. There are gaps in coverage within Sprint estimated coverage areas that may result in dropped and blocked connections, slower Service speeds, or otherwise impact the quality of Service. In addition to network coverage, Services that rely on location information (e.g., E911 and Location Based Services) depend on a Product’s ability to acquire satellite signals (typically not available indoors). Wireless high-speed data throughput rates may vary depending on Customer’s location at the time of use and the Service purchased. Service speeds are not guaranteed. While a Product is receiving a software update, Customer may be unable to use the Product in any manner until the software update is complete.
- 8.2. Limitation of Liability for Wireless Service Problems and Product Failures.** Sprint is not liable for wireless Service problems caused by conditions beyond Sprint’s control, including atmospheric or geographic conditions, the failure of other service providers or a wireless Product, a public safety emergency, or coverage or capacity limitations. Sprint’s maximum liability for any loss or damage arising out of a (A) wireless Service problem caused by a condition other than those described in this Section 8.2, or (B) Sprint-provided wireless Product failure, is limited to: (i) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (ii) a refund of (x) the net purchase price of, or (y) the sum of all payments made by Customer under a lease agreement for, the



affected Sprint-provided wireless Products. Sprint is not liable for the failure of any wireless Products that were not provided by or through Sprint. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to GSA Multiple Award Schedule contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Multiple Award Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

9. DEFINITIONS.

- 9.1. **“Active Unit”** means an active wireless Product.
- 9.2. **“Anytime Minutes”** means the voice minutes of use that are available in a Business Plan that may be used at any time other than during Nights and Weekends.
- 9.3. **“Applications”** are software programs that perform particular tasks.
- 9.4. **“Business Plans”** means Sprint wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- 9.5. **“Customer Line”** or **“Corporate-Liable Active Unit”** means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially responsible.
- 9.6. **“Domestic”** means the 50 states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service.
- 9.7. **“Direct Connect Device”** means a Product that is enabled with Sprint Direct Connect service.
- 9.8. **“Domestic Roaming”** means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.
- 9.9. **“Employee”** means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person's gross pay.
- 9.10. **“Employee Line”** or **“Individual-Liable Active Unit”** means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 9.11. **“Location Based Service”** means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 9.12. **“MRC”** means monthly recurring charge.
- 9.13. **“Nationwide Sprint Network”** means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates.
- 9.14. **“Nights and Weekends”** means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. **“Nights and Weekends at 6pm”** means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. **“Nights and Weekends at 7pm”** means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m.
- 9.15. **“Product(s)”** is defined in the Agreement, but for purposes of this Wireless Services Product Annex, “Product(s)” also includes, if applicable, Customer-provided wireless devices that are used on the Sprint Networks and the Sprint 4G Network.
- 9.16. **“Roaming”** means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 9.17. **“Smartphone”** is a wireless Product designated by Sprint as a Smartphone, with an advanced operating system, that offers more advanced computing ability and connectivity than a traditional feature phone.
- 9.18. **“Sprint 3G Network”** means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates.
- 9.19. **“Sprint 4G LTE Network”** means a wireless network based on the standards for LTE developed by the 3rd Generation Partnership Project (3GPP), or successor technologies, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.



- 9.20. **“Sprint 4G Network”** means a wideband OFDM technology that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners. References to the “Sprint 4G Network” include the Sprint 4G LTE Network and/or successor networks, as applicable.
- 9.21. **“Sprint Direct Connect Device”** means a Product that uses the Sprint 3G Network for Sprint Direct Connect service.
- 9.22. **“Sprint Direct Connect Plus Device”** means a Product enabled with the Sprint Direct Connect Plus Application.
- 9.23. **“Sprint Networks”** includes the Nationwide Sprint Network and the Sprint 3G Network.
- 9.24. **“Sprint Service Provider Affiliate”** means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint.
- 9.25. **“Sprint Service Provider Affiliate Market”** means the regions of the United States covered by Sprint Service Provider Affiliates.



Coverage

Including roaming and partner networks, Sprint's wireless voice and data coverage is currently available to over 322 million people in the United States, including Puerto Rico and the U.S. Virgin Islands.

Please visit <https://coverage.sprint.com/IMPACT.jsp> for the most current coverage information.

Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times. Any coverage solutions requested by the District will be subject to: (i) Sprint's approval, which approval may be withheld in Sprint's sole discretion; and (ii) execution of a separate IBS or Retransmission agreement with separate terms, conditions and fees, including, but not limited to, purchase of coverage solution equipment by the District, capital contributions and/or purchase commitments.

In accordance with 552.238-78:

Clarification Regarding Limited Geographic Coverage: Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on a coverage map is a general prediction of coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.



Additional Terms and Conditions

Sprint's provision of services will be subject to additional terms and conditions, including, but not limited to, Contract executed between Sprint and GSA, and product specific annexes as posted to Sprint's Rates and Conditions Website located at <http://www.sprint.com/business/support/ratesWelcome.html>. Rates and charges in this Price List do not include the Industrial Funding Fee (IFF) or any applicable taxes, fees or surcharges. Applicable annexes are posted in the "Product-specific Terms" section of the Rates and Conditions Website located at <http://www.sprint.com/business/support/ratesWelcome.html> and are incorporated, if applicable, into the Contract. Capitalized terms not otherwise defined in the Authorized Federal Supply Schedule Price List shall have the meaning assigned to such terms in the Standard Terms and Conditions, Wireless Services Product Annex or in the Contract. Any changes and/or additional charges must be agreed to in writing by a duly warranted Contracting Officer.